



Los Angeles County  
Board of Supervisors

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First District

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Fifth District

January 12, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

John F. Schunhoff, Ph.D.  
Interim Director

Robert G. Splawn, M.D.  
Interim Chief Medical Officer

**APPROVAL OF AGREEMENT WITH JWCH INSTITUTE, INC., FOR  
RECUPERATIVE CARE SERVICES FOR HOMELESS CLIENTS  
(ALL DISTRICTS)  
(3 VOTES)**

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

**SUBJECT**

Request approval of an Agreement for the continued provision of recuperative care services for homeless clients and an Appropriation Adjustment for expenditures under the Agreement.

*To improve health  
through leadership,  
service and education.*



[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute a new Agreement with JWCH Institute, Inc., (JWCH) for the continued provision of recuperative care services to homeless clients who have been discharged from Department of Health Services (DHS or Department) facilities, effective February 1, 2010 through January 31, 2012, with a maximum obligation of \$2,250,000 for the entire term.
2. Approve the attached Appropriation Adjustment (Attachment I) which transfers funding from the Homeless and Housing Program Fund (HHPF) to DHS in the amount of \$469,000 to augment the Fiscal Year (FY) 2009-10 expenditures for this recuperative care Agreement.
3. Delegate authority to the Interim Director, or his designee, to sign Amendments to the Agreement that authorize an increase to the maximum obligation of no more than 15 percent, that will not exceed a maximum increase of \$337,500, contingent upon available funding from federal, State, or County funding sources and subject to prior approval by the Chief Executive Office (CEO) and County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the first recommendation will authorize the Interim Director, or his designee, to execute a new Agreement, substantially similar to Exhibit I, to provide access to recuperative care beds and services for homeless clients. This Agreement will replace an existing Agreement that expires January 31, 2010. The services are provided to individuals who are discharged from a DHS facility because they no longer require acute care, but still require continuing care and health monitoring oversight within a homeless shelter. The clients also receive shelter, meals, and non-licensed health oversight while they complete their convalescence.

Approval of the second recommendation will transfer funding from the HHPF to DHS to fund the Agreement from February 2010 to June 2010.

Approval of the third recommendation delegates authority to the Interim Director to increase the maximum obligation, up to a maximum of 15 percent not to exceed a total of \$337,500, over the term of the Agreement to offset any unanticipated increases in the number of available beds and services due to increases in the number of homeless referrals to JWCH.

Recuperative care services provide 24-hour, 7 day a week health monitoring for homeless persons needing to further recuperate from a physical injury or illness after an acute hospitalization. Without access to such a service, hospitals are often faced with the choice of retaining homeless individuals in costly inpatient beds longer than medically necessary, or discharging such patients to shelters. Living in a shelter can present obstacles for full recuperation, as shelters do not provide health monitoring and medication support, and do not allow residents to remain in bed during daytime hours. This increases the likelihood for relapse and a return to costly emergency room or inpatient care.

A six-month pre/post analysis was performed on DHS patients who received recuperative care services and the results indicated a significant reduction in both inpatient admissions and emergency room visits.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 1, Operational Effectiveness and Goal 4, Health and Mental Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total maximum obligation for the Agreement with JWCH, effective February 1, 2010 through January 31, 2012, is \$2,250,000. Funding from July 2009 to January 2010 is included in the FY 2009-10 Final Budget and an Appropriation Adjustment in the amount of \$469,000 is requested to transfer funding from the HHPF to DHS for the months of February 2010 to June 2010. Additionally, funding in the amount of \$1,125,000 and \$656,000 will be requested in FYs 2010-11 and 2010-12, respectively, through the budget process. The maximum cost for the 15 percent adjustment increase, if utilized, will not exceed \$337,500.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On April 4, 2006, your Board approved the Homeless Prevention Initiative (HPI) program which included \$80 million in one-time only County General Funds to establish the HHPF to develop innovative programs with a special focus on the reduction and prevention of homelessness and to provide housing location services, intensive case management, linkage to supportive services and recuperative care services.

The number of homeless individuals has been increasing in Los Angeles County due to various reasons, such as, lack of affordable housing, poverty, loss of employment, low-paying jobs, labor market changes, reductions in public assistance, mental and/or physical disabilities, substance abuse, domestic violence and changes in family structure.

On January 29, 2008, your Board approved a sole source Agreement with JWCH that provided contract services for 25 recuperative care beds for homeless DHS clients with a contract term of February 1, 2008 through January 31, 2010. Of the 25 beds in the JWCH program, 15 of the beds are located in the City of Bell at the Bell Shelter Center and 10 beds are located in Skid Row at the Weingart Center. The Agreement with JWCH provides: 1) semi-private shelter beds that are utilized on a 24-hour per day basis; 2) meals and clean linen; 3) case management; and 4) non-licensed health oversight to address eligible needs such as wound care, medication monitoring, and assistance with activities of daily living.

Recuperative care services under this Agreement will operate under the guidance and direction of DHS and is a County of Los Angeles program that is subject to State and County rules and regulations, as well as federal guidelines and standards.

Under the termination provisions, the Agreement may be terminated with a 30-day advance written notice by either party.

The Agreement includes the Board of Supervisors' recent provision – Defaulted Property Tax Reduction Program.

County Counsel has approved the Agreement (Exhibit I) as to use and form.

**CONTRACTING PROCESS**

On May 1, 2009, DHS released a Request for Information (RFI) to identify the number of interested and qualified companies in the private sector to provide contracted recuperative care services. The RFI was advertised on the Los Angeles County Online Web Site. A total of four agencies, including the current contractor JWCH, responded by the due date of May 29, 2009. The agencies were JWCH, AAA Home Health Services, Inc., Venice Family Clinic and LVN/In-Home Care Nursing.

DHS developed a RFI Phase II Questionnaire to request additional information from the responding agencies that provided each respondent with the opportunity to provide a more detailed response as to how their agency would provide contracted recuperative care services. The Phase II Questionnaire process also allowed DHS with the opportunity to conduct a more detailed analysis to identify the best qualified company to provide these services. The Phase II Questionnaire was distributed to each of the four agencies on September 1, 2009 with a due date of September 30, 2009 for responses. There were only two agencies who responded, JWCH and AAA Home Health Services, Inc. An evaluation committee of subject matter experts, evaluated the responses and the highest ranking agency was JWCH.

The Department has determined that these services do not fall under the Proposition A contracting guidelines and therefore are not subject to the Living Wage Ordinance.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will enable the Department to continue to serve the County's homeless population by providing recuperative care support services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff", with a stylized, flowing script.

JOHN F. SCHUNHOFF, Ph.D.  
Interim Director

JFS:ms

Enclosures

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors

PINK

BOARD OF  
SUPERVISORS  
OFFICIAL COPY

76R 352M 11/83

COUNTY OF LOS ANGELES

## REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S.  
No.

060

DEPARTMENT OF CHIEF EXECUTIVE OFFICE

NOVEMBER 20 2009

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

## ADJUSTMENT REQUESTED AND REASONS THEREFOR

**FY 2009-10**  
**3 - VOTES**

SOURCES

Homeless and Housing Program  
A01-CB- 26685-2000  
Services and Supplies  
\$469,000

USES

Health Services Administration  
A01-HS-20000-2000  
Services and Supplies  
\$469,000

JUSTIFICATION

This budget adjustment is to provide funding to the Department of Health Services for the Discharge of Hospital Patients - Recuperative Care Services Project.

*Jaqueline White*

CHIEF EXECUTIVE OFFICER'S REPORT

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR -

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

AUDITOR-CONTROLLER

BY

APPROVED (AS REVISED):  
BOARD OF SUPERVISORS

20

*D. Kirkbawg*  
CHIEF EXECUTIVE OFFICER

NO. 068

Dec 28

20 09

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

**DEPARTMENT OF HEALTH SERVICES**



**RECUPERATIVE CARE SERVICES AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**JWCH INSTITUTE, INCORPORATED**

Prepared By  
Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, 6<sup>th</sup> Floor East  
Los Angeles, CA 90012

February 2010

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EXHIBIT G – Charitable Contributions Certification	
EXHIBIT H – Earned Income Credit-Notice 1015	
EXHIBIT I – Safely Surrendered Baby	
EXHIBIT J – Certification of Compliance with the County's Defaulted Property Tax Reduction Program	

CONTRACT NO. \_\_\_\_\_

## RECUPERATIVE CARE SERVICES AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010

by and between

County of Los Angeles  
(hereafter "County")

and

JWCH Institute, Inc.  
(hereafter "Contractor").

### RECITALS

WHEREAS, the County may contract with private businesses for Recuperative Care Services when certain requirements are met; and

WHEREAS, County lacks the experience and resources necessary to provide Recuperative Care Services; and

WHEREAS, Contractor is qualified to provide the required Recuperative Care Services by reason of experience, preparation, organization, staffing, and facilities; and

WHEREAS, the Contractor is a private firm specializing in providing Recuperative Care Services to Homeless individuals; and

WHEREAS, this Agreement is further authorized by California Government Code Sections 26227 and 31000 and Welfare and Institutions Code Section 11320 et seq.

NOW, THEREFORE, the parties agree as follows:

#### **1.0 APPLICABLE DOCUMENTS:**

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable product between the Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving

precedence first to the Contract and then to the Attachments according to the following priority:

- |      |           |   |   |
|------|-----------|---|---|
| 1.1  | EXHIBIT A | – | Statement of Work and Technical Exhibits  |
| 1.2  | EXHIBIT B | – | Billing and Payment   |
| 1.3  | EXHIBIT C | – | County and Contractor Administration Contacts   |
| 1.4  | EXHIBIT D | – | Contractor Employee Acknowledgment and Confidentiality Agreement                                |
| 1.5  | EXHIBIT E | – | Contractor Non-Employee Acknowledgment and Confidentiality Agreement                            |
| 1.6  | EXHIBIT F | – | Contractor Employee Jury Service Contractor Program Certification and Application for Exemption |
| 1.7  | EXHIBIT G | – | Charitable Contributions Certification  |
| 1.8  | EXHIBIT H | – | Earned Income Credit-Notice 1015  |
| 1.9  | EXHIBIT I | – | Safely Surrender Baby   |
| 1.10 | EXHIBIT J | – | Certification of Compliance with the County's Defaulted Property Tax Reduction Program          |

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties and, supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 9, Terms and Conditions, Sub-paragraph 9.29, Notices, and signed by both parties.

## **2.0 DEFINITIONS:**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**BUDGET:** The estimated costs for providing services under this Agreement, in addition to the maximum obligation as stated in Section 6.0 Maximum Obligation of County, Section 7.0 Billing and Payment and Exhibit B, Billing and Payment.

Contract: The Agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

CONTRACTOR: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

CONTRACT MANAGER (CM): The individual designated by the Contractor to administer the Contract operations after the Contract is awarded.

COUNTY CONTRACT ADMINISTRATOR (CCA): The County staff person with the responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

FISCAL YEAR (FY): The twelve (12) month period beginning July 1 and ending the following June 30.

### **3.0 TERM:**

This Agreement shall be effective February 1, 2010 and shall continue, unless sooner terminated or canceled, in full force and effect to and including January 31, 2012.

The Agreement maximum obligation of County for Contractor's performance of this Agreement may be increased by Director, or his designee, in an amount not to exceed fifteen percent (15%) of the original maximum obligation, if the County requires additional services of Contractor and subject to the availability of federal, State or County funding sources.

County may suspend the performance of services immediately for any breach of Agreement by Contractor and withhold further Agreement payments upon the giving of prior written notice to the Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of Contractor's performance obligations and County's payments.

Notwithstanding any other provision in this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

#### **4.0 TERMINATION OF AGREEMENT:**

- 4.1 In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement by giving written notice of termination specifying the material breach to the breaching party. Such termination shall be effective immediately upon delivery of written notice of termination to the breaching party.
- 4.2 Subparagraph 4.1 hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, if such other party should lose any material license, permit, or agreement required to enable such party to perform its obligations and duties under this Agreement.
- 4.3 Subparagraphs 4.1 and 4.2 hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, or at a later date as may be specified in such notice, if such other party files for bankruptcy, insolvency, reorganization, or the appointment of a receiver, trustee, or conservator for any of its assets, or makes an assignment for the benefit of its creditors, which termination shall be effective immediately upon delivery of, or on such later date as may be specified in such notice.
- 4.4 Subparagraphs 4.1, 4.2, and 4.3, hereof notwithstanding, County may terminate this Agreement at any time and for any reason, with or without cause, by giving at least thirty (30) calendar days prior written notice of termination to Contractor.
- 4.5 Following a determination by authorized officials of either the Federal or State government that any provision of this Agreement violates either Federal or State law, or both, or following a court determination that any provision of this Agreement violates either Federal or State law, or both, County may give Contractor prior written notice to terminate this Agreement within thirty (30) calendar days if the parties are unable, within the interim, to negotiate a revised Agreement that cures the violation(s).

#### **5.0 DESCRIPTION OF SERVICES:**

Contractor agrees to provide services to County in the manner and form as described in the body of this Agreement and in Exhibit A, Statement of Work,

Exhibits B through J, and Technical Exhibits, attached hereto and incorporated herein by reference.

**6.0 MAXIMUM OBLIGATION OF COUNTY:**

- 6.1 During the term of this Agreement, effective February 1, 2010 through January 31, 2012, the maximum obligation of County for Contractor's performance hereunder shall not exceed Two Million, Two Hundred Fifty Thousand Dollars (\$2,250,000).
- 6.2 The maximum obligation of the Agreement may be increased by Director, or his designee, in an amount not to exceed fifteen percent (15%) of the maximum obligation, for a total cost not to exceed Three Hundred Thirty Seven Thousand, Five Hundred Dollars (\$337,500), if the County requires additional services of Contractor and subject to the availability of federal, State or County funding sources.

**6.3 FUNDING/SERVICES ADJUSTMENTS:**

If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and authorize to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

**7.0 BILLING AND PAYMENT:**

- 7.1. County shall compensate Contractor on a fee-for-service basis for services provided that will not exceed the amount of Two Million, Two Hundred Fifty Thousand Dollars (\$2,250,000) for recuperative care services provided to homeless patients discharged from a Department of

Health Services facility. Payment to the Contractor will be made in arrears on a monthly basis.

- 7.2. Contractor shall bill County in accordance with the rates set forth in Exhibit B, Billing and Payment, attached hereto and incorporated herein by reference.
- 7.3 Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month.
- 7.4 In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

## **8.0 ADMINISTRATION OF CONTRACT**

### **8.1 County Administration**

The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **8.1.1 County Contract Administrator (CCA)**

The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 9.1, Alteration of Terms;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with Contractor's Project Manager on an as needed basis; and
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Contract.

## 8.2 Contractor Administration

### 8.2.1 Contract Manager (CM)

The Contract Manager (CM) shall:

- Notify the County in writing of any change in the name or address of the Contractor's Manager; and
- Be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

### 8.2.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor Manager.

### 8.2.3 Contractor's Staff identification

- Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.
- Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Contract.
- If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor staff's photo identification badge at the time of removal from working on the Contract.

### 8.2.4 Background and Security Investigations

- 8.2.4.1 All Contractor staff performing work under this contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this contract. County shall use its discretion in determining the method of background clearance to be used by Contractor, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the

expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

- 8.2.4.2 County, at its discretion, may request that Contractor's worker be immediately removed from providing the service under this contract at any time during the term of the contract.
- 8.2.4.3 County may immediately deny or terminate County facility access to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 8.2.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 8.2.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **9.0 TERMS AND CONDITIONS**

### **9.1 ALTERATION OF TERMS**

The body of this Agreement, together with the Exhibits, Attachments, and Technical Exhibits, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement.

County reserves the right to initiate Change Notices that do not affect the term, maximum obligation, statement of work, or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the Director, or his designee.

Except for the above described Change Notices, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

### **9.2 AUTHORIZATION WARRANTY**

Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

### 9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees and imposes similar reductions with respect to the County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year for services provided by the Contractor under the Contract. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within ninety (90) calendar days of the Board of Supervisors' approval of such actions. Contractor shall continue to provide all of the services set forth according to the adjustments and amendments made to the Contract.

### 9.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify the County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of the Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

### 9.5 CHILD/ELDER ABUSE/FRAUD REPORTING

Contractor staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800)

540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

#### 9.6 COMPLIANCE WITH APPLICABLE LAW

9.6.1 Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

9.6.2 Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

#### 9.7 CONFIDENTIALITY

Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

## 9.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

9.8.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

9.8.2 For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

9.8.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time

during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception" (Exhibit F), is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to DHS Homeless Coordinator.

- 9.8.4 Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### 9.9 CONFLICT OF INTEREST

- 9.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 9.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

#### 9.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to

qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

9.11 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants, by job category, to the Contractor.

9.12 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification, Exhibit G, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (Los Angeles County Code Chapter 2.202).

9.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

9.13.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

9.13.2 As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the

Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.14 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County will supply the Contractor with the poster to be used.

9.15 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.15.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

9.15.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

9.15.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern of practice which negatively reflects on same; (3) committed an act or

offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- 9.15.4 If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 9.15.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 9.15.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 9.15.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 9.15.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes

supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 9.15.9 These terms shall also apply to subcontractor/sub-consultants of Contractor.

9.16 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

9.17 COVENANT AGAINST FEES

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

9.18 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County or the Contractor by reason of the Contractor's failure to comply with the foregoing.

9.19 FAIR LABOR STANDARDS ACT

Contractor shall comply with all wages and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.20 GOVERNING LAWS, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

9.21 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at

45 Code of Federal Regulations Parts 160 and 164 ("together, the Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

#### 9.21.1 DEFINITIONS

9.21.1.1 Disclose and Disclosure mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associates internal operations or to other than its employees.

9.21.1.2 Electronic Media has the same meaning as the term electronic media in 45 C.F.R. §160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term Electronic Media draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

9.21.1.3 Electronic Protected Health Information has the same meaning as the term "electronic protected health information" in 45 C.F.R. §160.103. Electronic Protected Health Information

means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

9.21.1.4 Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

9.21.1.5 Protected Health Information has the same meaning as the term protected health information in 45 C.F.R. §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. Protected Health Information includes Electronic Health Information.

9.21.1.6 Required By Law means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

9.21.1.7 Security Incident means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business

Associate to constitute an actual threat to the Information System.

9.21.1.8 "Services" has the same meaning as in the body of this Agreement.

9.21.1.9 Use or Uses mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

9.21.1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

## 9.21.2 OBLIGATIONS OF BUSINESS ASSOCIATE

9.21.2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 9.21.2.3 through 9.21.2.8, 9.21.4.3 and 9.21.5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law. Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

9.21.2.2 Adequate Safeguards for Protected Health Information.

Business Associate:

- (a) Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business

Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation=s minimum necessary standard.

- (b) Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

9.21.2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple St., Suite 525  
Los Angeles, CA 90012

9.21.2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

9.21.2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity

with copies of any documents produced in response to such request.

- 9.21.2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a designated record set as defined by 45 C.F.R. §164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 9.21.2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a designated record set as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. §164.526.
- 9.21.2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

Any accounting provided by Business Associate under this Section 9.21.2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 9.21.2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 9.21.2.8 to

permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528.

### 9.21.3 OBLIGATION OF COVERED ENTITY

9.21.3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### 9.21.4 TERM AND TERMINATION

9.21.4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 9.21.2.1 (as modified by Section 9.21.4.2), 9.21.2.3 through 9.21.2.8, 9.21.4.3 and 9.21.5.2 shall survive the termination or expiration of this Agreement.

9.21.4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

9.21.4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered

Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### 9.21.5 MISCELLANEOUS

- 9.21.5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 9.21.5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.
- 9.21.5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.
- 9.21.5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

9.21.5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

9.21.5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

## 9.22 INDEMNIFICATION AND INSURANCE

### 9.22.1 Indemnification:

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

### 9.22.2 General Insurance Requirements:

Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

9.22.2.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 N. Figueroa Street, 6th Floor-East, Los Angeles, California 90012, Attention: Division Chief, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverage required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

- (d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.22.2.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

9.22.2.3 Failure to Maintain Coverage:

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

9.22.2.4 Notification of Incidents, Claims or Suits:

Contractor shall report to County:

- (a) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (b) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

- (c) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.
- (d) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

9.22.2.5 Compensation for County Costs:

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

9.22.2.6 Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (a) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9.22.3 Insurance Coverage Requirements:

9.22.3.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

9.22.3.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include

coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 9.22.3.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

- 9.22.3.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

## 9.23 INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

9.24 LIQUIDATED DAMAGES

9.24.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

9.24.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

9.24.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

9.24.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Technical Exhibit 1, Performance Requirements Summary (PRS) and Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

9.24.2.3 Upon giving five (5) Days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and

forfeited from the payment to the Contractor from the County, as determined by the County.

- 9.24.3 The action noted in Sub-section 9.24.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 9.24.4 This Sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 9.24.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 9.25 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 9.25.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.25.2 If Contractor has obtained the County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 9.25.2.1 Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  - 9.25.2.2 In addition to the amount described in the first paragraph of this section above, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

9.25.2.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.26 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

9.27 NON-DISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

## 9.28 NON-DISCRIMINATION IN EMPLOYMENT

9.28.1 Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

- 9.28.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.
- 9.28.3 Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.
- 9.28.4 Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.
- 9.28.5 Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.
- 9.28.6 If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 9.28.7 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

## 9.29 NOTICES

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by facsimile transmission or U.S. mail (e.g., U.S. Priority, U.S. Express, certified or registered, return receipt requested), and addressed to the parties at the following addresses and to the attention of the person(s) named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

9.29.1 Notices to County shall be addressed as follows:

- (1) Department of Health Services  
Homeless Services Unit  
313 North Figueroa Street, Room 704  
Los Angeles, California 90012  
Attention: Homeless Services Coordinator
- (2) Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, Sixth Floor-East  
Los Angeles, California 90012  
Attention: Division Chief

9.29.2 Notices to Contractor shall be addressed as follows:

JWCH Institute, Inc.  
1910 W. Sunset Boulevard, Suite 650  
Los Angeles, California 90026  
Attention: Alvaro Ballesteros, Chief Executive Officer

## 9.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, Attachment I, in this contract.

## 9.31 PROHIBITION AGAINST DELEGATION AND ASSIGNMENT

- 9.31.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under the Contract shall be deductible, at the County's sole discretion, against the claims which Contractor may have against the County.
- 9.31.2. Shareholders, partners, member, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 9.31.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## 9.32 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the County and all materials, data, reports and other information of any kind developed by the Contractor under this Contract are confidential to and are solely the property of the County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 9.31 shall survive the expiration or other termination of this Contract.

- 9.32.1 Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold the County harmless from all damages, costs, and expenses by reason of any disclosure by the County of trade secrets and proprietary information. County shall not require the Contractor to provide any technical information that is proprietary to it, except as is requested by the County to successfully complete the services under the Contract.
- 9.32.2 County shall not require the Contractor to provide any information that is proprietary to it; provided, however, that if the County requests the Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and the County shall limit reproduction and distribution to the minimum extent consistent with the County's need for such information, and, when the County no longer needs such information, but in no event later than expiration or other termination of this Contract, the County shall either (1) cause all copies of such information to be returned to the Contractor, or (2) certify to the Contractor that all copies of such information have been destroyed.

### 9.33 RECORDS AND AUDITS

Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the Contractor to the County. Such records shall be kept in accordance with Section 9.33 Records Retention and Inspection/Audit Settlement, herein below.

#### 9.33.1 Client/Patient Records:

If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of un-emancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this

Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Attachments and Exhibits attached hereto.

9.33.2 Financial Records:

Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

9.33.2.1 Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

9.33.2.2 A General Ledger.

9.33.2.3 A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

9.33.2.4 Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

9.33.2.5 Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement

applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

9.33.3 Preservation of Records:

If following the termination of this Agreement the Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

9.33.4 Audit Reports:

In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Health Services - Financial Services Division, and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

9.33.5 Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget ("OMB") Circular Number A-133. The audit

shall be performed by an independent Auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Department of Health Services - Financial Services Division no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State, or County representatives upon request.

- 9.33.6 Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.
- 9.33.7 Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found

in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

- 9.33.8 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

#### 9.34 RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. County reserves the right to conduct record inspection and audits with no advance notification to the Contractor when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 9.34.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 9.34.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 9.34 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 9.34.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 9.34.4 Contractor agrees that the County, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the County. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the Contractor for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. County may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.
- 9.34.5 Other required documents to be retained include, but not limited to:
- 9.34.5.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DHS reimbursement check stubs.
  - 9.34.5.2 Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement."
  - 9.34.5.3 Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.
  - 9.34.5.4 Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide to the Contractor for retention.

9.34.6 The County, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.

9.34.6.1. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by the County.

9.34.6.2. Failure on the part of the Contractor to comply with the provisions of this Section 9.33 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

#### 9.35 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in connection with the services to be performed by Contractor under this Agreement.

#### 9.36 RESTRICTIONS ON LOBBYING

##### 9.36.1 Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

##### 9.36.2 County Lobbyists:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor

or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

#### 9.37 RULES AND REGULATIONS

During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

#### 9.38 SUBCONTRACTING

Contractor, with prior written consent of Director and to the extent permitted by law, may also subcontract in writing with other individuals or entities for the provision of services under this Agreement, so long as Contractor remains fully and solely responsible to County for the performance of any such services and does not abdicate or attempt to abdicate any of its contract duties under this Agreement, and the subcontractor has no rights whatsoever to compensation or other benefits from County under the subcontract relationship. Contractor shall ensure that its subcontractor(s) providing services under this Agreement meet the requirements of this Agreement, and shall ensure that all subcontract documents hereunder include such requirements.

Subcontract(s) shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontract(s) hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of its subcontractor(s).

Director agrees to provide Contractor with written notice of approval or disapproval to subcontract with other individuals or entities within fourteen (14) calendar days of receipt of Contractor's written request.

#### 9.39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 9.13, Contractor's Warranty of Adherence to the County's Child Support Compliance Program, shall constitute a default by the Contractor under

this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 9.41, Termination For Default of the Contractor.

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at the Contractor's place of business. County's CSSD will supply the Contractor with the poster to be used.

#### 9.40 TERMINATION FOR CONVENIENCE OF THE COUNTY

- 9.40.1 Performance of services under this Contract may be terminated by the County, in whole or in part, when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a thirty (30) calendar-day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.
- 9.40.2 If, during the term of this Contract, the County funds appropriated for the purposes of this Contract are reduced or eliminated, County may immediately terminate this Contract upon written notice to the Contractor.
- 9.40.3 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:
  - 9.40.3.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
  - 9.40.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 9.40.4 After receipt of a Notice of Termination, Contractor shall submit to the County, in the form and with the certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the

County, the amount, if any, due to the Contractor in respect to the termination and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

- 9.40.5 Upon termination of this Contract, Contractor shall deliver to the County all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.
- 9.40.6 Upon termination of this Contract, Contractor shall comply with the provisions of Section 9.34, Records Retention and Inspection/Audit Settlement, herein above.
- 9.40.7 Subject to the provisions of Subsection 9.40.4, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Section 9.40. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

#### 9.41 TERMINATION FOR DEFAULT OF THE CONTRACTOR

- 9.41.1 County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - 9.41.1.1 If the Contractor fails to perform the service within the time specified or, with prior the County approval, any extension thereof.
  - 9.41.1.2. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- 9.41.2 In the event the County terminates this Contract in whole or in part as provided in this Section 9.41, the County may procure, upon such terms and in such manner as the County may deem appropriate,

services similar to those terminated. Contractor shall be liable to the County for any incremental and excess costs for such similar services; or

9.41.3 If, after giving Notice of Termination of this Contract under the provisions of this Section 9.41, it is determined for any reason that the Contractor was not in default under the provisions of this Section 9.41 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 9.41, Termination For Convenience of the County, herein above.

9.41.4 Upon termination of this Contract, the Contractor shall adhere to the termination provisions of Section 9.40 herein above.

#### 9.42 TERMINATION FOR IMPROPER CONSIDERATION

9.42.1 County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9.42.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

9.42.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### 9.43 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Contract extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or federal Legislature does not allocate

sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

County shall make a good faith effort to notify the Contractor, in writing, of such non-appropriation at the earliest time.

9.44 TERMINATION FOR NON-ADHERENCE TO LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

9.45 WAIVER

No waiver of a breach of any provision of this Contract by the County will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the County to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

9.46 WARRANTY AGAINST CONTINGENT FEES

9.46.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

9.46.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.47 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.47.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

9.47.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

9.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 9.47 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D.  
Interim Director of Health Services

JWCH Institute, Incorporated  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

\_\_\_\_\_  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services  
Contracts and Grants Division

JWCH.RecupCare.01/10.KS

**EXHIBIT A:**  
**STATEMENT OF WORK AND TECHNICAL EXHIBITS**

## STATEMENT OF WORK

### RECUPERATIVE CARE SERVICES

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# STATEMENT OF WORK RECUPERATIVE CARE SERVICES

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## **STATEMENT OF WORK**

### **RECUPERATIVE CARE SERVICES**

#### **1.0 OVERVIEW**

The County of Los Angeles (County) Department of Health Services (DHS or the Department) operates four hospitals which provide inpatient care to approximately 400-550 homeless individuals per month. Many of these patients require ongoing caretaking and medical oversight after discharge from acute hospital care. Without adequate access to such care, homeless individuals who are no longer medically acute are discharged to shelters. Living in a shelter can present obstacles for full recuperation, as shelters do not provide health care monitoring and medication support. In addition, emergency shelters do not allow residents to remain in bed during daytime hours. This service gap increases the likelihood that former acute care patients will relapse and return to more costly acute levels of care. Recuperative care is a service that addresses this need within Los Angeles County.

The Department is contracting to provide twenty five (25) recuperative care beds for homeless DHS patients. All recuperative care beds will be offered in private and/or semi-private rooms for homeless individuals, who were patients in a DHS facility and no longer require acute hospital care, but do require some health monitoring to further convalesce.

DHS requires a Contractor with professional health care staff to provide appropriate oversight to support the caretaking/medical needs of homeless DHS patients with complex psychosocial and health care issues. Recuperative Care (RC) Services under this Contract will operate under the guidance and direction of DHS and is subject to State and County rules and regulations, and federal guidelines and standards.

RC Services provided under this Contract will be provided to individuals referred by DHS staff.

This Statement of Work (SOW) details the services the Contractor is expected to provide during the term of the Contract.

#### **2.0 DEFINITION**

Recuperative care aims to address the challenge of providing medical services for homeless persons needing to further recuperate from a physical injury or illness after an acute hospitalization. Services are offered 24-hours a day, seven (7) days a week in a safe and dignified healing environment for homeless persons who are

too sick to be without shelter, but not sick enough to be in the hospital, skilled nursing or intermediate care facility. Recuperative care services shall include, but are not limited to: general oversight of medical condition, monitoring of vital signs, wound care, medication monitoring, and assistance with activities of daily living.

Recuperative care includes the following defining characteristics:

- A short term specialized program that focuses on homeless persons who have a medical injury/illness.
- Comprehensive residential care providing residents with the opportunity to rest while being able to access medical and supportive services that assist in completing their recuperation.
- Length of stay consistent with the period of time required to complete medical recovery.
- Collaboration with other local providers who offer a variety of services to residents during their stay in a recuperative care environment including continuity of care when the resident moves into the community.
- Active participation by residents in the process of their recuperation and discharge planning.
- A bridge that closes the gap between acute medical services currently provided in hospitals/emergency rooms and homeless shelters that do not have the capacity to provide the needed recuperative care and more permanent housing options.

## 2.1 CASELOAD CHARACTERISTICS

County shall refer homeless DHS patients to Contractor based on the participants' eligibility. This caseload is composed of homeless DHS patients discharged from DHS facilities who require ongoing caretaking and medical oversight to further recuperate.

In assisting homeless clients, Contractor is to be mindful of the barriers that clients must overcome. Examples of these barriers or needs include the lack of stable, affordable housing; history of chronic illness and physical disabilities; history of domestic violence, mental health illness and/or substance abuse; and history of incarceration.

## 2.2 CASELOAD PROJECTIONS

During the term of this contract, a total of twenty-five (25) RC beds will be operational seven (7) days a week, twenty-four (24) hours a day. It is estimated that approximately Three Hundred Sixty (360) homeless DHS patients will receive RC services. The length of stay shall be a maximum of thirty (30) days unless otherwise approved by the County.

## 3.0 SCOPE OF WORK

Contractor shall meet the expectations as detailed in this Exhibit A, Statement of Work and Technical Exhibits.

Contractor shall provide an environment that is professional, positive and motivating for participants. Contractor staff shall act in a professional manner in welcoming, providing care, and assisting homeless DHS patients in linking to needed supportive services and housing resources.

Services, programs, forms, signs, notices and other written materials that the Contractor uses for the provision of RC services must be available and offered to homeless DHS patients in English and Spanish, with prior approval by DHS.

### 3.1 RECUPERATIVE CARE RESPONSIBILITIES

Contractor shall provide the above mentioned services and has the following RC responsibilities:

- 3.1.1 Accept patients discharged from DHS facilities that meet RC eligibility criteria.
- 3.1.2 Employ, at a minimum, six (6) full-time Licensed Vocational Nurses (LVNs) to ensure on-site coverage at all RC sites, seven (7) days a week, twenty-four (24) hours a day, one (1) full-time and one half-time (.5) Nurse Manager, one (1) part-time Case Manager, and staff to provide assistance with activities of daily living.
- 3.1.3 Provide a licensed Physician, Physicians Assistant or Nurse Practitioner on-call seven (7) days a week, twenty-four (24) hours a day.
- 3.1.4 Provide health monitoring for twenty five (25) RC participants seven (7) days a week, twenty-four (24) hours a day.

- 3.1.5 Assist DHS patients with the enrollment for RC services after they have been determined to be eligible for services.
- 3.1.6 Conduct a health assessment within twenty-four (24) hours of arrival at RC location.
- 3.1.7 Conduct a psychosocial assessment within forty-eight (48) hours from the date of arrival at RC location, excluding weekends and holidays.
- 3.1.8 Develop a treatment and case management care plan for all RC participants within forty-eight (48) hours of arrival at RC location, excluding weekends and holidays. Plans shall be regularly updated as appropriate.
- 3.1.9 Develop a discharge plan within forty-eight (48) hours of arrival at RC location, excluding weekends and holidays. Discharge plan shall be updated on a weekly basis or more frequently as appropriate.
- 3.1.10 Subcontract with a shelter provider(s) for adequate space and shelter based services. (See Recuperative Care Services Agreement, Paragraph 9.38, Subcontracting)
- 3.1.11 Conduct multi-disciplinary case conferences at a minimum of one time per week that reviews the health, psychosocial, and discharge plans of all RC participants. The case conferences shall include, at a minimum, the licensed physician, physician assistant, or nurse practitioner; an LVN; the Nurse Manager and the Case Manager.
- 3.1.12 Conduct daily team meetings that include, at a minimum, the Case Manager and the Nurse Manager to review and coordinate medical, housing, and psychosocial needs and available resources and a plan for the timely discharge of participants.
- 3.1.13 Assist RC participants with establishing Medi-Cal/SSI/SSDI benefits or assist with the identification of other employment opportunities.
- 3.1.14 Develop formal agreements with mental health and substance abuse care providers for participant services that may be needed.
- 3.1.15 Ensure that newly hired RC staff receive appropriate program orientation and ongoing training.

- 3.1.16 Assist RC participants with securing a regular primary health care provider to reduce reliance on DHS emergency room and inpatient services.
- 3.1.17 Ensure that RC participants receive ongoing and regular case management intervention. (See Exhibit A, Statement of Work, Paragraph 7.1.3., Case Management Staff)
- 3.1.18 Assist each RC participant who completes the program to transition to permanent housing or another appropriate housing resources when the recuperation period is complete.
- 3.1.19 Ensure that prior to terminating RC services, that each RC participant who completes the program is transitioned into needed supportive services such as housing, health and mental health care, substance use treatment, etc.
- 3.1.20 Utilize appropriate consent for RC services and authorization to release information in accordance with all applicable Federal, State, and local laws, ordinances, guidelines and directives relating to confidentiality.

## 3.2 CONTRACTOR MANAGEMENT SERVICES

In addition to the required responsibilities and duties delineated above, the Contractor shall perform the following management responsibilities for the duration of the Contract period:

- 3.2.1 Ensure appropriate planning, coordination, implementation, monitoring, and reporting of these service deliverables.
- 3.2.2 Ensure that staffing levels meet the minimum requirements and recruit staff who are professional, experienced, competent and bilingual in Spanish/English.
- 3.2.3 Ensure oversight of the delivery of services and initiate a request to fill bed vacancies with a replacement patient referral within fifteen (15) days of each patient discharge. In addition, ensure that all staff levels required for the delivery of direct client services are maintained and when staff vacancies occur, initiate recruitment to ensure that replacements are made within thirty (30) days.
- 3.2.4 Ensure that a staffing plan is in place to guarantee uninterrupted delivery of services in the event of employee attrition.

- 3.2.5 Ensure that all required posters and materials are posted in Contractor's sites as directed by DHS, and are accessible to all RC participants, and RC staff.
- 3.2.6 Ensure that Contractor meets with DHS on a regular basis to discuss programmatic issues, general procedural issues and general concerns as needed. Either DHS or Contractor may request such a meeting.
- 3.2.7 Assist RC participants with the completion of a one-time *Customer Satisfaction Questionnaire* (Technical Exhibit 3).
- 3.2.8 Ensure that all Contractor created forms are reviewed and approved by DHS prior to implementation and distribution to DHS patients or referral agency(ies).
- 3.2.9 Maintain and update, as required, RC policies and procedures that, at a minimum, include: program rules and regulations, client admission and exclusion criteria, methodology for referrals into RC services, TB guidelines, and discharge/termination from RC services. Revisions to policies and procedures are to be submitted to County for approval prior to implementation.
- 3.2.10 Maintain and update, as required, all applicable forms such as screening tools, assessment and treatment plan formats, and logs to track program outcomes.
- 3.2.11 Ensure that an appropriate discharge plan is developed for each RC participant within forty-eight (48) hours of arrival at RC location, excluding weekends and holidays. For lengths of stay longer than thirty (30) days, prior approval must be obtained from DHS.

#### **4.0 CONTRACTOR ADMINISTRATIVE SERVICES**

Contractor shall be responsible for the following additional responsibilities:

- 4.1 Provide supervisory, administrative, and direct services to Contractor personnel to accomplish the services required under this Contract.
- 4.2 Obtain written verification of acknowledgment that the Contractor personnel performing services herein understand that they are employees of the Contractor and not the County.
- 4.3 At the sole discretion of DHS, any Contractor employee/worker may be removed from performing any service directly related to the subject matter

of this Contract. Such removal shall occur immediately upon the written or oral request of DHS. DHS will confirm any oral requests in writing.

- 4.4 Provide each employee with an identification badge that includes the Contractor's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while employee is in a County facility or a Contractor facility providing RC services.
- 4.5 Ensure that Contractor's staff who provide direct services are:
  - a) Required to maintain a neat, professional appearance and behave in a professional manner;
  - b) Able to handle sensitive materials and perform confidential duties;
  - c) Able to multi-task;
  - d) Able to work both independently or in a team;
  - e) Able to communicate and document effectively using good judgment and diplomacy;
  - f) Able to fluently read, write, speak, and understand English; and
  - g) Maintain all required employee/Contractor licenses.

## **5.0 PERFORMANCE OUTCOME MEASURES**

The Contract includes performance outcome measures that will assist in measuring the Contractor's performance related to providing RC services. These measures will evaluate the Contractor's ability to provide medical and case management services and improve RC participants' access to ongoing medical care, housing, and supportive services and reduce their utilization of acute hospital care and emergency room services. These measures are as follows:

- A reduction in the number of DHS hospitalizations for RC participants six (6) months after receiving RC services.
- A reduction in the number of DHS emergency room (ER) visits for RC participants six (6) months after receiving RC services.

## **6.0 PERFORMANCE REQUIREMENTS STANDARDS (PRS)**

The Contract includes PRS that will measure the Contractor's performance related to the RC program and operational measures which include Administrative, Fiscal and Service Delivery.

Technical Exhibit 1 includes a PRS chart that summarizes the Standards and their corresponding Acceptable Quality Level (AQL). The County, at its sole discretion, may make changes in the PRS via a change notice, as noted in Recuperative Care Services Agreement, Section 9.1, Alteration of Terms.

## **7.0 CONTRACTOR PERSONNEL TRAINING**

Contractor shall ensure that RC employees receive training prior to performing services under this contract. Training topics shall include, but not be limited to:

- Cultural awareness;
- Child and elder abuse and welfare fraud awareness and reporting;
- Sexual harassment identification and reporting;
- Substance use, mental health issues, treatment, and how to access available resources;
- Housing resources and public/private benefits.

### **7.1 CONTRACTOR STAFF:**

Contractor shall provide the following staff positions:

#### **~~7.1.1 RECUPERATIVE CARE COORDINATOR (RCC)~~**

Contractor shall provide a RCC, who shall be responsible for the overall day-to-day activities, management and coordination of the Contract and liaison activities with DHS. The RCC shall have experience with contract management, contract compliance, budgets, working with homeless and/or special needs populations, and be able to provide administrative oversight to the RC staff. The RCC and a designated alternate shall be identified in writing prior to the Contract award and at anytime thereafter if a change of the RCC or alternate is made.

Duties of the RCC shall include, but not be limited to the following:

- Provide administrative supervision and management oversight of RC services;
- Prepare and submit monthly and quarterly reports, invoices, and other DHS requested documentation;
- Oversee all RC activities and contract/performance requirements, including services provided by any Subcontractor(s);
- Monitor and ensure contract compliance and compliance with DHS requests;
- Ensure appropriate supervision and oversight of all RC staff and subcontracted staff providing services under this Contract;
- Provide regular supervision sessions with RC management/oversight staff;
- Conduct regular chart reviews and case conferences on RC participants; and
- Ensure on-call availability and respond to and resolve crisis and emergency situations related to RC services and participants.

#### 7.1.2 HEALTH CARE STAFF

Contractor shall provide qualified staff that should include the following classification levels and will provide the following services:

- A licensed Physician, Physicians Assistant, or Nurse Practitioner on-site, at a minimum of fifteen (15) hours a week and on-call twenty-four (24) hours a day, seven (7) days a week;
- At minimum, one full-time and one half-time (.5) Nurse Manager to oversee all daily health care operations and activities;
- At minimum, one Licensed Vocational Nurse (LVN) on-site twenty-four (24) hours a day, seven (7) days a week for each RC site;
- Appropriate staff to provide assistance with activities of daily living;

- Conduct a RC health assessment and develop a RC treatment plan for each RC participant;
- Perform daily vital signs and health monitoring for all RC participants;
- Provide assistance with activities of daily living, as needed;
- Coordinate follow-up medical appointments for all RC participants and ensure assignment to a primary care medical home; and
- Create a medical case file for each RC participant. All case files shall contain, but are not limited to, the following:
  - a) RC admission packet;
  - b) RC health and psychosocial assessments;
  - c) RC treatment plan;
  - d) Consent to Release Information form and any other applicable forms;
  - e) Documentation highlighting health activities including medical care, vital signs, medication management, health monitoring and follow-up activities, and any contacts made with or on behalf of the RC participant;
  - f) Documentation of health status and treatment plan in multidisciplinary case conferences;
  - g) RC extended stay requests submitted to DHS;
  - h) Case management section as described in Section 7.1.3.

### 7.1.3 CASE MANAGEMENT STAFF

Contractor shall employ qualified case management staff who will:

- Conduct a psychosocial assessment and develop a case management care plan;
- Develop an appropriate discharge plan given the homeless participants' particular needs;

- Provide referrals and linkages to supportive services, including but not limited to, mental health and substance use treatment, employment services, etc;
- Provide assistance in establishing SSI/SSDI, Medi-Cal and other public benefits eligibility;
- Provide assistance in identifying and accessing permanent housing and other housing opportunities;
- Conduct contact with each RC participant at a minimum of two (2) times per week;
- Provide information, resources, tools, and skills to enable RC participants to overcome health and other barriers; and
- Create a case management section within the medical case file for each RC participant. This section shall contain, but not be limited to, the following:
  - a) Case management psychosocial assessment,
  - b) Case management care and discharge plans;
  - c) Documents and forms related to case management activities and RC service provision, such as Consent to RC Services form, Release of Information form, referral and application forms, and any other applicable forms;
  - c) Documentation highlighting case management activities, including any contacts made with or on behalf of RC participants;
  - f) Documentation of participants' case management care plan status and summary of discharge plan in multidisciplinary case conferences;
  - g) Documentation of case closure and discharge summary form.

## 7.2 CONTRACTOR STAFF DESIRABLE MINIMUM QUALIFICATIONS

### 7.2.1 Recuperative Care Coordinator (RCC)

- At least one (1) year experience working with homeless individuals and at least three (3) years of experience working in a related field of health and social services;

- Knowledge and understanding of alcohol and drug related problems and the principles of prevention, harm reduction and recovery;
- Expertise in homelessness, housing, substance use, health care, and mental health systems of care;
- Knowledge of County contract compliance, contract requirements, budgets, and invoicing processes;
- Ability to monitor service delivery and performance, conduct data collection activities, and prepare written reports;
- Ability to monitor and document RC staff work activities, including subcontracted staff and provide administrative supervision and oversight; and
- Ability to plan, organize and direct service activities of RC staff.

#### 7.2.2 Health Care Staff

- Physicians, Physician Assistants, Nurse Practitioners, Registered Nurses, and Licensed Vocational Nurses funded under this Contract shall be licensed and in good standing with the State of California;
- At least one (1) year experience working with homeless individuals;
- Knowledge and understanding of alcohol and drug related problems and the principles of prevention, harm reduction, and recovery; and
- Expertise in homelessness, housing, substance use, health care, and mental health systems of care.

#### 7.2.3 Case Management Staff

- Bachelors Degree in Social Work, Psychology, Human Services or related field;
- At least one (1) year experience as a case manager or comparable position working with homeless individuals;
- Knowledge and understanding of alcohol and drug related problems and the principles of prevention, harm reduction, and recovery; and

- Expertise in homelessness, housing, substance use, health care, and mental health systems of care.

## **8.0 CONTRACTOR'S QUALITY CONTROL PLAN**

Contractor shall utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of quality and service throughout the term of this Contract.

The QCP, which is subject to approval or rejection by the County, shall be submitted to DHS' Homeless Services Coordinator (HSC) within thirty (30) calendar days from the effective date of this Contract. Revisions to the QCP shall be submitted as changes occur during the term of this Contract.

The QCP shall include, but not be limited to the following:

- 8.1 Method for assuring that professional staff who provide services under this Contract have qualifying experience;
- 8.2 Method for monitoring to ensure that Contract requirements are being met;
- 8.3 Method for monitoring Subcontractors, if any, for compliance and quality of services;
- 8.4 Method for identifying, preventing, and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 8.5 Method for assuring that confidentiality of RC participants' information is maintained;
- 8.6 Method for a RC participant to submit a grievance for proper review and resolution;
- 8.7 Method for resolving problems and addressing any participant grievances that shall include, but is not limited to, when the problem was first identified and the corrective action taken. The report shall be provided to the DHS upon request; and
- 8.8 Method for monitoring progress towards achieving performance measures.

## **9.0 COUNTY'S QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract on a quarterly basis. Such evaluation shall include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which the County determines are severe or continuing and may place the performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Recuperative Care Services Agreement, Section 9, Terms and Conditions, Sub-paragraph 9.16, County Quality Assurance Plan.

### **9.1 PERFORMANCE EVALUATION MEETINGS**

The HSC and the RCC shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, and at the discretion of the HSC, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

The HSC shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. Should the RCC not concur with the action items, he/she shall submit a written statement to the HSC within ten (10) business days from the date of receipt of the signed action items.

The RCC's written statement shall be attached to the HSC's minutes and be a part thereof. Failure of the RCC to provide a written statement shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the DHS Director will be final.

Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

### **9.2 CONTRACT DISCREPANCY REPORTS (CDR)**

Verbal notification of a Contract discrepancy will be made to the RCC, or designee, as soon as possible whenever a Contract discrepancy is identified. The RCC shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

The HSC will determine whether a formal CDR (Technical Exhibit 2 hereunder) shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the HSC within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the HSC within ten (10) business days.

## **10.0 HOURS OF OPERATION**

Contractor is required to provide RC services seven (7) days a week, twenty-four (24) hours a day.

## **11.0 COMPLAINTS**

Contractor shall establish a procedure to resolve participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level.

### **11.1 CIVIL RIGHTS COMPLAINTS PROCEDURE**

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DHS, which includes but is not limited to the following:

- 11.1.1 Ensure public contact staff attends the mandatory Civil Rights training provided by the County;
- 11.1.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants;
- 11.1.3 Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials; and
- 11.1.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints.

## **12.0 CUSTOMER SERVICE**

Contractor shall implement an active Customer Service Program that is consistent with the County's vision. The Customer Service Program must be approved by

County and changes to the Program must be made within thirty (30) calendar days.

County shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Recuperative Care Services Agreement, Section 9.1, Alteration of Terms.

### **13.0 CONTRACTOR RESPONSIBILITIES AND FURNISHED ITEMS**

#### **13.1 Subcontractors**

Contractor is responsible for subcontracting for provision of shelter services agreed upon in collaboration with the County such as:

13.1.1 Twenty-five (25) private or semi-private RC beds;

13.1.2 Provide work area large enough to accommodate each RC staff;

13.1.3 A medical office that includes all necessary equipment for the medical management of the RC participants;

13.1.4 Clean bed linen and laundry services;

13.1.5 Three meals a day for each RC participant;

13.1.6 Security staff on-site at a minimum from 11:00 PM through 7:00 AM; and

13.1.7 Janitorial and maintenance services.

#### **13.2 Equipment/Supplies/Materials**

Contractor shall obtain all equipment and supplies necessary to perform all services required by this Contract in accordance with the Contract Budget, hereunder.

### **14.0 CONFIDENTIALITY OF RECORDS**

Contractor shall maintain the confidentiality of all records by maintaining files in locked drawers and cabinets at the Contractor's sites and at the Contractor's headquarters.

Contractor shall maintain the confidentiality of its employees' records that includes the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. Access to these files shall be

limited to Contractor's designated staff. These files are subject to audit, and shall be accessible to the County upon request during any business day.

## **15.0 RECORD KEEPING**

15.1 Contractor shall maintain retrievable records relating to each homeless DHS patient served under this Contract. Records shall be maintained at a central facility for five (5) years from termination of this Contract or until all audits are completed and settled, whichever is later. The records shall be kept in a folder, identifiable by the homeless DHS patient's name and case number. Each record shall include, but not be limited to, the following:

15.1.1 Referral form and RC admission packet;

15.1.2 Release of Information form;

15.1.3 Participation Agreement and Consent to RC Services form;

15.1.4 Health assessment;

15.1.5 Psychosocial and case management assessment;

15.1.6 RC treatment plan and case management care plan;

15.1.7 Documentation of ongoing medical and case management activities;

15.1.8 Multi-disciplinary case conference notes;

15.1.9 Discharge plan and updates;

15.1.10 Documentation notating any contacts made with or on behalf of the RC participant; and

15.1.11 Case closure summary and Discharge Summary form.

## **16.0 REPORTING TASKS**

Contractor shall make reports as may be required by the County concerning its activities as they affect the Contract duties and purposes contained herein.

Contractor shall complete a Monthly Management Report (MMR), in the manner to be described by DHS. The MMR shall contain all required information, be signed and dated by the Contractor's RCC, and submitted to the HSC with a monthly

invoice by the 15<sup>th</sup> calendar day of each month for the preceding month. The MMR shall, at a minimum, contain the following information/data:

- A narrative of any concerns and/or changes in staff, sites, recommendations for systems improvements, and/or other processes as necessary;
- Any other ad hoc statistical reports as requested by DHS, the County, Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to the County within a mutually agreeable time period;
- A list of all trainings provided by the Contractor each month, including sign-in sheets;
- Notification to the HSC of complaints received by the Contractor, including the resolution of the complaint; and
- Any additional information that may be required at DHS and/or the County's discretion.

#### 16.1 MONTHLY RC PROGRAM REPORTING ELEMENTS

The RC monthly report shall consist of, but not be limited to, information on referrals to RC services and denials, RC services provided, participants' demographic and service information, case management activities, disposition/discharge information, a narrative summary of RC program achievements and challenges, a participant log, and a monthly census report. The monthly report shall contain, but not be limited to the following reporting elements:

- Number of DHS patients, by the referring DHS hospital, who were referred for RC services, but could not be served and the reasons why;
- Number of RC participants served by Contractor by the referring DHS hospital;
- Number of new RC participants, by the referring DHS hospital, who entered RC services;
- Demographics for RC participants, including gender, age group, ethnicity, history of mental illness, substance use, and incarceration;
- Number of RC participants who returned to the emergency room or hospital during RC stay;

- Number of RC participants who were referred to and received an appointment date and time with a primary health care provider;
- Number of RC participants who were referred and linked to mental health, substance use treatment or other supportive services and status of these referrals/linkages for these participants;
- Number of RC participants who were evaluated for public benefits;
- Number of RC participants for whom an application for public benefits was initiated and status of the application process for these participants;
- Number of RC participants for whom an application for permanent or other housing resource was initiated and status of the application process for these participants;
- Number of RC participants who were discharged/terminated from RC services, the number of days of RC services for these participants, and the average length of stay;
- Number of RC participants who were discharged/terminated from RC services by each of the discharge/termination categories as determined by DHS, including number of participants who were discharged into shelter environment, transitional housing, permanent housing or alternative housing environment after RC services;
- Narrative of RC activities highlighting achievements and challenges;
- An electronic participant log as directed by DHS; and
- A monthly census report as directed by DHS.

## 16.2 OTHER REPORTS

As directed by DHS, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the requested information and shall be completed in the manner to be described by DHS.

### **16.3 CUSTOMER SATISFACTION QUESTIONNAIRE**

Contractor shall assist each homeless DHS patient to complete a one-time Customer Satisfaction Questionnaire (Technical Exhibit 3) and submit copies to DHS with the MMR and Monthly Invoice utilizing the mailing address and information cited in Technical Exhibit 4.

### **17.0 COOPERATION WITH COUNTY MONITORING/OVERSIGHT**

Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

Contractor shall provide all cases requested by County Contract Administrator for monitoring and shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an "error" and will adversely affect the Contractor's performance rates as measured in the PRS Chart, Technical Exhibit 1, and described throughout this Statement of Work.

### **18.0 USE OF OUTSIDE RESOURCES**

Contractor, upon County approval, may use outside resources and/or services for providing other supportive service to the RC participants if:

- There is **no** charge to County;
- Participant's confidentiality rights are protected; and
- Services provided by outside resources during the time RC participant is receiving RC services are monitored by RC staff.

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## TECHNICAL EXHIBITS

## TECHNICAL EXHIBIT I

### PERFORMANCE REQUIREMENTS SUMMARY (PRS)

#### 1.1 INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance deduction which may be assessed if the service is not satisfactorily provided.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of the Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on the Contractor and will not be the basis for liquidated damages deductions.

County expects a high standard of the Contractor performance for the required service. County will work with the Contractor to help resolve any areas of difficulty brought to the attention of the Homeless Services Coordinator (HSC) by the Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace the Contractor's obligation to provide expert professional services to the County.

#### 1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this Technical Exhibit I and:

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of Technical Exhibit I Chart).

2. Defines the Standards of Performance for each of the required services (Column 2 of Technical Exhibit I Chart).
3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses a liquidated damages deductions or points (Column 3 of Technical Exhibit I Chart).
4. Indicates the method of monitoring the services (Column 4 of Technical Exhibit I Chart).
5. Indicates the liquidated damages to be assessed for exceeding the AQL for each listed required service (Column 5 of Technical Exhibit I Chart). The AQL serves as the baseline for assessing liquidated damages.

### **1.3 QUALITY ASSURANCE**

Each month, the Contractor performance will be compared to the Contract standards and AQLs using the Quality Assurance Monitoring Plan. County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2<sup>nd</sup> Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations;
5. Participant interviews; and
6. Complaints.

### **1.4 CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during Contract

monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the HSC will issue a Contract Discrepancy Report (CDR), Technical Exhibit 2 to the Contractor. The Contractor is required to:

1.4.1 Respond to the CDR within ten (10) days with a Corrective Action Plan (CAP).

1.4.2 Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at an acceptable level, and how recurrence of the problem will be prevented.

The HSC will evaluate the Contractor's CAP and determine if any financial penalties will be assessed.

## **1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE**

To determine the number of defects that renders a service unsatisfactory a sample may be selected at random as a representation of the entire population. It is compared to the standard and conclusions are made about the Contractor performance for the whole group. The random sampling plan includes the following information:

*Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance. The AQL for each sampling is taken from the PRS.

If any of the unsatisfactory performance indicator points per incident are applied, then County will expect that the service will be properly performed prior to the next scheduled performance review.

If the unsatisfactory performance indicator points total more than 100 points, Contractor shall submit a CAP to the CDR within ten (10) days.

## **1.6 REMEDY OF DEFECTS**

Contractor must, within ten (10) days, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CDR, perform such services again at an acceptable level.

## **1.7 UNSATISFACTORY PERFORMANCE REMEDIES AND DEDUCTIONS**

When Contractor's performance does not conform to the requirements of this Contract, County shall have the option to apply the following nonperformance remedies and deductions:

- 1.7.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 1.7.2 Contractor shall be assessed an Unsatisfactory Performance Deduction in the amounts of One Hundred Dollars (\$100.00) for each point over and above the maximum allowable of One Hundred (100) cumulative points per calendar month for all services shown on the PRS chart (Technical Exhibit I chart), all determinations to levy such amounts for damages shall be subject to the approval of the County Contract Administrator.

A maximum of One Hundred (100) points shall be allowed to accumulate per calendar month before a deduction can be made from Contractor's compensation hereunder. For example, if the cumulative point total for all required services for a particular month is forty (40), no assessment for Unsatisfactory Performance Deduction shall be made because forty (40) is within the maximum allowable points per month. However, if the total cumulative points for the month is One Hundred Ten (110), the assessed Unsatisfactory Performance Deductions would be One Thousand Dollars (\$1,000) (i.e., 10 points x \$100.00).

- 1.7.3 Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 1.7.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice. This section does not preclude the County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Recuperative Care Services Agreement, Section 9.40, Termination for Convenience of the County.

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## Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
<u>Section 1.5.5 -</u> Complies with all laws such as EEO & Nondiscrimination Notices	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees and participants.	0%	User complaint; on-site review	50 points per incident.
<u>SOW Section 8.0 -</u> Quality Control Plan	Contractor provides revisions to QC Plan upon County Contract Administrator (CCA) requests.  Contractor maintains review of records and provides upon CCA request.	Revised QC Plan received by HSC within 10 business days of written request by HSC.  File of QC review records maintained.	0%  0%	Review of revised plan.  Review of records maintained.	50 points per incident.  10 points per day late.
<u>SOW Section 3.0 -</u> Forms, materials and notices	Services, programs and any forms, signs, notices and other written materials that the Contractor uses for the provision of the RC services must be available and offered to homeless DHS patients in English or Spanish.	Review of forms, materials & notices indicates compliance such as notices posted in Contractor facilities.	0%	Notices posted; on-site review of forms & materials	50 points per incident.
<u>SOW Section 5.0 -</u> Performance Outcome Measures	Demonstrate a reduction in the number of DHS hospitalizations for RC participants.	DHS will review DHS utilization data for Pre and Post comparisons of hospitalizations for participants who received RC services.	0%	Compilation and review of DHS data.	Initiate CDR for corrective action plan.
<u>SOW Section 5.0</u> Performance Outcome Measures	Demonstrate a reduction in the number of DHS emergency room visits for RC participants.	DHS will review DHS utilization data for Pre and Post comparisons of emergency room visits for participants who received RC services.	0%	Compilation and review of DHS data.	Initiate CDR for corrective action plan.

## Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
SOW Section 3.1 Health and psychosocial assessments and treatment, case management/care and discharge plans.	Contractor shall conduct a health assessment within twenty-four (24) hours of participants' arrival at RC service location.  Contractor shall conduct a psychosocial assessment within forty-eight (48) hours of participants' arrival at RC service location excluding weekends and holidays.  Contractor shall develop a treatment plan, case management /care plan, and discharge plan within forty eight (48) hours of participants' arrival at RC service location excluding weekends and holidays	Review indicates Contractor conducts comprehensive health and psychosocial assessments and develops treatment, case management/care and discharge plans on a timely basis.	0%	Random sample review of records.	25 points per incident.
SOW Section 3.1 Health Monitoring	Contractor provides ongoing health monitoring seven (7) days a week, twenty-four (24) hours a day.	Review indicates Contractor provides ongoing oversight.	0%	Review of records.	50 points per incident.
SOW Section 16.0 Reporting Tasks	Monthly reports and invoices are submitted to DHS.	Report/Invoice received by the 15 <sup>th</sup> calendar day following the report month.	0%	Review of reports, records and invoices.	25 points per week, late.
SOW Section 12.0 Customer Service	Customer Service Program consistent with County's vision.	Ensure customer satisfaction standards are met.	0%	Review of customer service questionnaires.	Initiate CDR for corrective action.
SOW Section 3.1 Multi-disciplinary Case Conference	Contractor conducts multi-disciplinary case conferences at a minimum of one time per week.	Review indicates that the health, psychosocial and discharge plans of all RC participants are discussed.	0%	Review of records.	Initiate CDR for corrective action.

## CONTRACT DISCREPANCY REPORT

TO:  
FROM:  
DATES:

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Contract Administrator

\_\_\_\_\_  
Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Contract Administrator

\_\_\_\_\_  
Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Contract Administrator

\_\_\_\_\_  
Date

COUNTY ACTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### CONTRACTOR NOTIFIED OF ACTION:

County Contract Administrator's Signature and Date \_\_\_\_\_

Contract Representative's Signature and Date \_\_\_\_\_

**LOS ANGELES COUNTY DHS HOMELESS CLIENTS  
RECUPERATIVE CARE SERVICES  
CUSTOMER SATISFACTION QUESTIONNAIRE**

Let us know what you think of our services. Your answers will remain confidential unless you wish to file an official complaint or acknowledge a person's excellent customer service. The completed form should be submitted to recuperative care staff, or simply return it by mail.

<b><u>Recuperative Care Medical Staff</u></b>	<b><u>Very Good</u></b> (Professional, knowledgeable, Sensitive to my needs)	<b><u>Satisfactory</u></b> (My needs were properly/promptly met )	<b><u>Poor</u></b> (Unprofessional, not very knowledgeable, uncaring)
<b>Comments:</b> <hr/> <hr/> <hr/>			
<b><u>Recuperative Care Case Management Staff</u></b>	<b><u>Very Good</u></b> (Professional, knowledgeable, Sensitive to my needs)	<b><u>Satisfactory</u></b> (My needs were properly/promptly met )	<b><u>Poor</u></b> (Unprofessional, not very knowledgeable, uncaring)
<b>Comments:</b> <hr/> <hr/> <hr/>			
<b><u>Recuperative Care Program Effectiveness</u></b>	<b><u>Very Good</u></b> Program met all of my expectations in caring for my caretaking needs.	<b><u>Satisfactory</u></b> Program met my immediate need for housing.	<b><u>Poor</u></b> Program did not meet my needs. (Please indicate why in the comments' section below).
<b>Comments:</b> <hr/> <hr/> <hr/>			

\_\_\_\_\_  
Name (Optional)

\_\_\_\_\_  
Date (Required)

Postage  
Stamp  
Required

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Department of Health Services  
Homeless Services Unit  
313 N. Figueroa, Suite 704  
Los Angeles, California 90012  
Attn: Homeless Services Coordinator

## **EXHIBIT B**

### **BILLING AND PAYMENT**

#### **RECUPERATIVE CARE SERVICES FOR HOMELESS DEPARTMENT OF HEALTH SERVICES PATIENTS**

##### **1.0 CONTRACT PAYMENT**

###### **1.1 FEE PER MONTH FOR RECUPERATIVE CARE SERVICES**

The Contractor shall maintain twenty-five (25) recuperative care beds for DHS patients and shall be compensated on a fee per month minimum of Seventy-Five Thousand Dollars (\$75,000) for maintaining twenty (20) recuperative care beds for the exclusive use of DHS referred patients. For the five (5) additional beds, the monthly payment will be prorated by the number of bed-nights used by DHS referred patients for the 5 additional beds, divided by the total number of bed-nights per month (5 beds x number of calendar days in the month).

The maximum monthly reimbursement for maintaining the twenty-five (25) recuperative care beds utilized by DHS patients for the month shall be Ninety-Three Thousand, Seven Hundred Fifty Dollars (\$93,750).

In all cases, payment to the Contractor will be made in arrears on a monthly basis.

##### **2.0 PAYMENT PROCESSING**

2.1 Payments for Recuperative Care services will be made monthly in arrears provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with a monthly report that supports the invoice.

2.2 Contractor shall prepare and submit an invoice for Recuperative Care Services provided to homeless DHS patients in an original and one copy, along with its Monthly Management Report (MMR) and other required documentation, to the Homeless Services Coordinator (HSC) within fifteen (15) calendar days after the end of the month in which services were provided. Invoices submitted after the fifteen (15) calendar days may result in a delay in payment.

2.3 County shall not be liable for billings submitted six (6) months after the services were rendered.

## **BILLING AND PAYMENT**

### **RECUPERATIVE CARE SERVICES FOR HOMELESS DEPARTMENT OF HEALTH SERVICES PATIENTS**

- 2.4 County will review and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. County will make a reasonable effort to effect payment to the Contractor within thirty (30) calendar days from receipt of an invoice, which is accurate as to form and content.
- 2.5 Contractor shall invoice and the County shall authorize payment for Recuperative Care Services for Homeless DHS patients completed during the invoice month. For invoicing purposes, the Contractor shall clearly identify services as "Recuperative Care Services for homeless DHS Patients" on the invoice.
- 2.6 County may delay the final payment due hereunder up to twelve (12) months after the termination of the Contract. Contractor shall be liable for payment on thirty (30) calendar days written notice of any offset authorized by the County, not deducted from any payment made by the County to the Contractor.
- 2.7 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

### **3.0 PRIOR SIX (6) MONTH EXPIRATION NOTICE**

Contractor shall notify the County when this Contract is within six (6) months from expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County at the address provided herein.

### **4.0 SEVENTY-FIVE PERCENT (75%) EXPENDITURE NOTIFICATION**

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization amount under this Contract. Upon occurrence of this event, Contractor shall send written notification to HSC at the address provided herein.

## **BILLING AND PAYMENT**

### **RECUPERATIVE CARE SERVICES FOR HOMELESS DEPARTMENT OF HEALTH SERVICES PATIENTS**

#### **5.0 PAYMENT LIMITATION**

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

#### **6.0 COUNTY APPROVAL OF INVOICES**

All invoices submitted by the Contractor for payment must have the written approval of the County's HSC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

#### **7.0 WITHHOLDING OF PAYMENT**

If Contractor fails to submit accurate, complete, timely, and properly certified MMR's, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

**EXHIBIT C:**

**COUNTY'S ADMINISTRATION  
AND  
CONTRACTOR'S ADMINISTRATION**

**COUNTY AND CONTRACTOR'S ADMINISTRATION CONTACTS**

**Agreement No.:**

**COUNTY AGREEMENT PROJECT DIRECTOR:**

Name: Cheri Todoroff  
Title: Deputy, Planning and Project Oversight  
Address: 313 N. Figueroa Street, Room 901-A  
Los Angeles, California 90012  
Telephone: (213) 240-8272  
Facsimile: (213) 481-0503  
E-Mail: [ctodoroff@dhs.lacounty.gov](mailto:ctodoroff@dhs.lacounty.gov)

**COUNTY PROJECT MANAGER:**

Name: Elizabeth Boyce  
Title: Homeless Services Coordinator  
Address: 313 N. Figueroa Street, Room 704  
Los Angeles, California 90012  
Telephone: (213) 240-8465  
Facsimile: (213) 481-2739  
E-mail: [eboyce@dhs.lacounty.gov](mailto:eboyce@dhs.lacounty.gov)

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Alvaro Ballesteros  
Title: Chief Executive Officer  
Address: 1910 W. Sunset Boulevard, Suite 650  
Los Angeles, California 90026  
Telephone: (213) 484-1186  
Facsimile: (213) 413-3443  
E-mail: [aballesteros@jwchinstitute.org](mailto:aballesteros@jwchinstitute.org)

Notices to Contractor shall be sent to the following address:

Name: Alvaro Ballesteros  
Title: Chief Executive Officer  
Address: 1910 W. Sunset Boulevard, Suite 650  
Los Angeles, California 90026  
Telephone: (213) 484-1186  
Facsimile: (213) 413-3443  
E-mail: [aballesteros@jwchinstitute.org](mailto:aballesteros@jwchinstitute.org)

**EXHIBITS D THROUGH I**

**REQUIRED FORMS**

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT

\_\_\_\_\_  
CONTRACTOR NAME

Contract No.: \_\_\_\_\_

Employee Name: \_\_\_\_\_

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
/

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

*(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)*

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT

\_\_\_\_\_  
CONTRACTOR NAME

Contract Title and Number: \_\_\_\_\_

Non-Employee Name: \_\_\_\_\_

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

*(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)*

**EXHIBIT F****COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposes, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

	CERTIFICATION	YES	NO
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<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	( )	( )	
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OR

<p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.</p>	( )	( )	
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please type or print)

## EARNED INCOME CREDIT: NOTICE 1015



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2005)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate. Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2005)  
Cat. No. 205901

# No shame.

# No blame.

# No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County:

**1-877-BABY SAFE**

**1-877-222-9723**

[www.babysafela.org](http://www.babysafela.org)



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

#### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

#### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

#### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

#### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

#### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

#### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

#### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

#### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

#### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

#### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	

The Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- 
- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: _____	Title: _____
Signature: _____	Date: _____

Date: \_\_\_\_\_